

EXHIBIT A



Superior Court of the District of Columbia
CIVIL DIVISION
Civil Actions Branch
 500 Indiana Avenue, N.W., Suite 5000 Washington, D.C. 20001
 Telephone: (202) 879-1133 Website: www.dccourts.gov

THOMAS J. ALSTON

Plaintiff

vs.

Case Number **2021 CA 002667 B**

LEXISNEXIS RISK SOLUTIONS INC

Defendant

SUMMONS

To the above named Defendant:

You are hereby summoned and required to serve an Answer to the attached Complaint, either personally or through an attorney, within twenty one (21) days after service of this summons upon you, exclusive of the day of service. If you are being sued as an officer or agency of the United States Government or the District of Columbia Government, you have sixty (60) days after service of this summons to serve your Answer. A copy of the Answer must be mailed to the attorney for the plaintiff who is suing you. The attorney's name and address appear below. If plaintiff has no attorney, a copy of the Answer must be mailed to the plaintiff at the address stated on this Summons.

You are also required to file the original Answer with the Court in Suite 5000 at 500 Indiana Avenue, N.W., between 8:30 a.m. and 5:00 p.m., Mondays through Fridays or between 9:00 a.m. and 12:00 noon on Saturdays. You may file the original Answer with the Court either before you serve a copy of the Answer on the plaintiff or within seven (7) days after you have served the plaintiff. If you fail to file an Answer, judgment by default may be entered against you for the relief demanded in the complaint.

Thomas J. Alston

Name of Plaintiff's Attorney

4020 Southern Ave SE Wash DC 20020

Address

(240) 432 - 0927

Telephone

如需翻译,请打电话 (202) 879-4828

Veuillez appeler au (202) 879-4828 pour une traduction

Đề có một bài dịch, hãy gọi (202) 879-4828

번역을 원하시면, (202) 879-4828로 전화주세요. የአማርኛ ትርጉም ለማግኘት (202) 879-4828 ይደውሉ

By

Clerk of the Court



Deputy Clerk

Date

08/03/2021

IMPORTANT: IF YOU FAIL TO FILE AN ANSWER WITHIN THE TIME STATED ABOVE, OR IF, AFTER YOU ANSWER, YOU FAIL TO APPEAR AT ANY TIME THE COURT NOTIFIES YOU TO DO SO, A JUDGMENT BY DEFAULT MAY BE ENTERED AGAINST YOU FOR THE MONEY DAMAGES OR OTHER RELIEF DEMANDED IN THE COMPLAINT. IF THIS OCCURS, YOUR WAGES MAY BE ATTACHED OR WITHHELD OR PERSONAL PROPERTY OR REAL ESTATE YOU OWN MAY BE TAKEN AND SOLD TO PAY THE JUDGMENT. IF YOU INTEND TO OPPOSE THIS ACTION, DO NOT FAIL TO ANSWER WITHIN THE REQUIRED TIME.

If you wish to talk to a lawyer and feel that you cannot afford to pay a fee to a lawyer, promptly contact one of the offices of the Legal Aid Society (202-628-1161) or the Neighborhood Legal Services (202-279-5100) for help or come to Suite 5000 at 500 Indiana Avenue, N.W., for more information concerning places where you may ask for such help.

See reverse side for Spanish translation

Vea al dorso la traducción al español



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THOMAS J. ALSTON

Vs.

C.A. No. 2021 CA 002667 B

LEXISNEXIS RISK SOLUTIONS INC. et al

INITIAL ORDER AND ADDENDUM

Pursuant to D.C. Code § 11-906 and District of Columbia Superior Court Rule of Civil Procedure ("Super. Ct. Civ. R.") 40-1, it is hereby ORDERED as follows:

- (1) This case is assigned to the judge and calendar designated below. All future filings in this case shall bear the calendar number and the judge's name beneath the case number in the caption.
- (2) Within 60 days of the filing of the complaint, plaintiff must file proof of service on each defendant of copies of (a) the summons, (b) the complaint, and (c) this Initial Order and Addendum. The court will dismiss the claims against any defendant for whom such proof of service has not been filed by this deadline, unless the court extended the time for service under Rule 4(m).
- (3) Within 21 days of service (unless otherwise provided in Rule 12), each defendant must respond to the complaint by filing an answer or other responsive pleading. The court may enter a default and a default judgment against any defendant who does not meet this deadline, unless the court extended the deadline under Rule 55(a).
- (4) At the time stated below, all counsel and unrepresented parties shall participate in a remote hearing to establish a schedule and discuss the possibilities of settlement. Counsel shall discuss with their clients **before** the hearing whether the clients are agreeable to binding or non-binding arbitration. **This order is the only notice that parties and counsel will receive concerning this hearing.**
- (5) If the date or time is inconvenient for any party or counsel, the Civil Actions Branch may continue the Conference **once**, with the consent of all parties, to either of the two succeeding Fridays. To reschedule the hearing, a party or lawyer may call the Branch at (202) 879-1133. Any such request must be made at least seven business days before the scheduled date.
No other continuance of the conference will be granted except upon motion for good cause shown.
- (6) Parties are responsible for obtaining and complying with all requirements of the General Order for Civil cases, each judge's Supplement to the General Order and the General Mediation Order. Copies of these orders are available in the Courtroom and on the Court's website <http://www.dccourts.gov/>.

Chief Judge Anita M. Josey-Herring

Case Assigned to: Judge FERN FLANAGAN SADDLER

Date: August 3, 2021

Initial Conference: **REMOTE HEARING - DO NOT COME TO COURTHOUSE
SEE REMOTE HEARING INSTRUCTIONS ATTACHED TO INITIAL ORDER**

9:30 am, Friday, November 12, 2021

Location: Courtroom 100
500 Indiana Avenue N.W.
WASHINGTON, DC 20001

Superior Court of the District of Columbia

CIVIL DIVISION- CIVIL ACTIONS BRANCH

INFORMATION SHEET

Thomas J. Alston

Case Number: _____

vs

Date: August 1, 2021LexisNexis Risk Solutions
☐ One of the defendants is being sued
in their official capacity.

Name: (Please Print) <u>Thomas J. Alston</u>	Relationship to Lawsuit
Firm Name:	<input type="checkbox"/> Attorney for Plaintiff
Telephone No.: _____ Six digit Unified Bar No.: _____	<input checked="" type="checkbox"/> Self (Pro Se)
	<input type="checkbox"/> Other: _____

TYPE OF CASE: ☐ Non-Jury ☒ 6 Person Jury ☐ 12 Person Jury
 Demand: \$ 100,000 Other: _____

PENDING CASE(S) RELATED TO THE ACTION BEING FILED

Case No.: _____ Judge: _____ Calendar #: _____

Case No.: _____ Judge: _____ Calendar#: _____

NATURE OF SUIT: (Check One Box Only)

A. CONTRACTS

COLLECTION CASES

- | | | |
|-------------------------------------------------------|-----------------------------------------------------------------|-----------------------------------------------------------|
| <input type="checkbox"/> 01 Breach of Contract | <input type="checkbox"/> 14 Under \$25,000 Pltf. Grants Consent | <input type="checkbox"/> 16 Under \$25,000 Consent Denied |
| <input type="checkbox"/> 02 Breach of Warranty | <input type="checkbox"/> 17 OVER \$25,000 Pltf. Grants Consent | <input type="checkbox"/> 18 OVER \$25,000 Consent Denied |
| <input type="checkbox"/> 06 Negotiable Instrument | <input type="checkbox"/> 27 Insurance/Subrogation | <input type="checkbox"/> 26 Insurance/Subrogation |
| <input type="checkbox"/> 07 Personal Property | Over \$25,000 Pltf. Grants Consent | Over \$25,000 Consent Denied |
| <input type="checkbox"/> 13 Employment Discrimination | <input type="checkbox"/> 07 Insurance/Subrogation | <input type="checkbox"/> 34 Insurance/Subrogation |
| <input type="checkbox"/> 15 Special Education Fees | Under \$25,000 Pltf. Grants Consent | Under \$25,000 Consent Denied |
| | <input type="checkbox"/> 28 Motion to Confirm Arbitration | |
| | Award (Collection Cases Only) | |

B. PROPERTY TORTS

- | | | |
|-----------------------------------------------------------------|-------------------------------------------------------------|--------------------------------------|
| <input type="checkbox"/> 01 Automobile | <input type="checkbox"/> 03 Destruction of Private Property | <input type="checkbox"/> 05 Trespass |
| <input type="checkbox"/> 02 Conversion | <input type="checkbox"/> 04 Property Damage | |
| <input type="checkbox"/> 07 Shoplifting, D.C. Code § 27-102 (a) | | |

C. PERSONAL TORTS

- | | | |
|---------------------------------------------------------|----------------------------------------------------------------------------|--------------------------------------------------------------------------------|
| <input type="checkbox"/> 01 Abuse of Process | <input type="checkbox"/> 10 Invasion of Privacy | <input type="checkbox"/> 17 Personal Injury- (Not Automobile, Not Malpractice) |
| <input type="checkbox"/> 02 Alienation of Affection | <input checked="" type="checkbox"/> 11 Libel and Slander | <input type="checkbox"/> 18 Wrongful Death (Not Malpractice) |
| <input type="checkbox"/> 03 Assault and Battery | <input type="checkbox"/> 12 Malicious Interference | <input type="checkbox"/> 19 Wrongful Eviction |
| <input type="checkbox"/> 04 Automobile- Personal Injury | <input type="checkbox"/> 13 Malicious Prosecution | <input type="checkbox"/> 20 Friendly Suit |
| <input type="checkbox"/> 05 Deceit (Misrepresentation) | <input type="checkbox"/> 14 Malpractice Legal | <input type="checkbox"/> 21 Asbestos |
| <input type="checkbox"/> 06 False Accusation | <input type="checkbox"/> 15 Malpractice Medical (Including Wrongful Death) | <input type="checkbox"/> 22 Toxic/Mass Torts |
| <input type="checkbox"/> 07 False Arrest | <input type="checkbox"/> 16 Negligence- (Not Automobile, Not Malpractice) | <input type="checkbox"/> 23 Tobacco |
| <input type="checkbox"/> 08 Fraud | | <input type="checkbox"/> 24 Lead Paint |

SEE REVERSE SIDE AND CHECK HERE

IF USED

Information Sheet, Continued

C. OTHERS

- | | |
|-------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------|
| <input type="checkbox"/> 01 Accounting | <input type="checkbox"/> 17 Merit Personnel Act (OEA) |
| <input type="checkbox"/> 02 Att. Before Judgment | (D.C. Code Title 1, Chapter 6) |
| <input type="checkbox"/> 05 Ejectment | <input type="checkbox"/> 18 Product Liability |
| <input type="checkbox"/> 09 Special Writ/Warrants
(DC Code § 11-941) | <input type="checkbox"/> 24 Application to Confirm, Modify,
Vacate Arbitration Award (DC Code § 16-4401) |
| <input type="checkbox"/> 10 Traffic Adjudication | <input type="checkbox"/> 29 Merit Personnel Act (OHR) |
| <input type="checkbox"/> 11 Writ of Replevin | <input type="checkbox"/> 31 Housing Code Regulations |
| <input type="checkbox"/> 12 Enforce Mechanics Lien | <input type="checkbox"/> 32 Qui Tam |
| <input type="checkbox"/> 16 Declaratory Judgment | <input type="checkbox"/> 33 Whistleblower |

II.

- | | | |
|----------------------------------------------------------------------------|-------------------------------------------------------------------------------------|----------------------------------------------------------------------|
| <input type="checkbox"/> 03 Change of Name | <input type="checkbox"/> 15 Libel of Information | <input type="checkbox"/> 21 Petition for Subpoena
[Rule 28-I (b)] |
| <input type="checkbox"/> 06 Foreign Judgment/Domestic | <input type="checkbox"/> 19 Enter Administrative Order as
Judgment [D.C. Code § | <input type="checkbox"/> 22 Release Mechanics Lien |
| <input type="checkbox"/> 08 Foreign Judgment/International | 2-1802.03 (h) or 32-151 9 (a)] | <input type="checkbox"/> 23 Rule 27(a)(1)
(Perpetuate Testimony) |
| <input type="checkbox"/> 13 Correction of Birth Certificate | <input type="checkbox"/> 20 Master Meter (D.C. Code § | <input type="checkbox"/> 24 Petition for Structured Settlement |
| <input type="checkbox"/> 14 Correction of Marriage
Certificate | 42-3301, et seq.) | <input type="checkbox"/> 25 Petition for Liquidation |
| <input type="checkbox"/> 26 Petition for Civil Asset Forfeiture (Vehicle) | | |
| <input type="checkbox"/> 27 Petition for Civil Asset Forfeiture (Currency) | | |
| <input type="checkbox"/> 28 Petition for Civil Asset Forfeiture (Other) | | |

D. REAL PROPERTY

- | | |
|----------------------------------------------------------------------|--------------------------------------------------------------------------|
| <input type="checkbox"/> 09 Real Property-Real Estate | <input type="checkbox"/> 08 Quiet Title |
| <input type="checkbox"/> 12 Specific Performance | <input type="checkbox"/> 25 Liens: Tax / Water Consent Granted |
| <input type="checkbox"/> 04 Condemnation (Eminent Domain) | <input type="checkbox"/> 30 Liens: Tax / Water Consent Denied |
| <input type="checkbox"/> 10 Mortgage Foreclosure/Judicial Sale | <input type="checkbox"/> 31 Tax Lien Bid Off Certificate Consent Granted |
| <input type="checkbox"/> 11 Petition for Civil Asset Forfeiture (RP) | |

Thomas Alston

Attorney's Signature

August 1, 2021

Date

SUPERIOR COURT OF THE DISTRICT OF COLUMBIA
CIVIL DIVISION—CIVIL ACTIONS BRANCH

THOMAS J. ALSTON
4020 SOUTHERN AVE SE
WASHINGTON, DC 20020

Plaintiff,

v.

Case No. _____

LEXISNEXIS RISK SOLUTIONS INC.
c/o C T CORPORATION SYSTEM
1015 15TH ST NW, SUITE 1000
WASHINGTON, DC 20005

Defendant,

SAGESTREAM, LLC
c/o C T CORPORATION SYSTEM
1015 15TH ST NW, SUITE 1000
WASHINGTON, DC 20005

Defendant.

COMPLAINT AND JURY DEMAND

Plaintiff, Thomas Alston, files suit against defendants LexisNexis Risk Solutions Inc. ("Lexis") and Sagestream, LLC ("Sagestream"), and alleges as follows:

PRELIMINARY STATEMENT

1. This is an action for actual and statutory damages, costs and attorney's fees brought pursuant to 15 U.S.C. § 1681 et seq. ("FCRA").

PARTIES TO THIS ACTION

2. Thomas Alston is a natural person who resides in the District of Columbia.

3. Lexis and Sagestream collect and furnish personal and/or credit information to third parties regarding consumers throughout the United States. Lexis and Sagestream are both furnishers and credit reporting agencies under the FCRA.

FACTUAL ALLEGATIONS

4. Defendants are reporting several unauthorized inquiries on Plaintiff's credit reports.
5. On Plaintiff's report from Equifax, Defendants are reporting five inquiries – including a FNB Omaha inquiry on July 19, 2021, BB&T inquiries on June 2nd, 8th and 9th 2021 and a Universal Credit Services inquiry on May 12, 2021 – that were not authorized by Plaintiff.
6. On Plaintiff's report from Experian, Defendants are reporting three inquiries – including a FNB Omaha inquiry on July 19, 2021, a PNC inquiry on July 1, 2021 and a Universal Credit Services inquiry on May 12, 2021 – that were not authorized by Plaintiff.
7. On Plaintiff's report from Trans Union, Defendants reported a Ucs/2 Patch Of Land inquiry on May 12, 2021 that was not authorized by Plaintiff.
8. On July 5, 2021, Plaintiff requested his credit report from the Defendants.
9. Defendants did not provide Plaintiff with a copy of his credit report.
10. By letters dated June 1, 2021, June 18, 2021 and July 28, 2021, Plaintiff disputed the unauthorized credit inquiries.
11. The credit reporting agencies – Equifax, Experian and Trans Union – forwarded notice of Plaintiff's disputes to the Defendants.
12. The Defendants responded to Plaintiff's dispute by false representing to the credit reporting agencies that the unauthorized credit inquiries were authorized by Plaintiff.
13. A reasonable investigation of Plaintiff's dispute would have entailed the Defendants ~~contacting the entities that made the inquiry, but the Defendants verified the inquiries as authorized~~ without contacting the entities who made the inquiries.
14. Following Defendants' failure to instruct the credit reporting agencies to remove the unauthorized inquiries on Plaintiff's credit report, the Plaintiff was denied credit because of the unauthorized inquiries appearing on his credit reports.

COUNT ONE: VIOLATION(S) OF 15 U.S.C. § 1681g

15. Plaintiff incorporates paragraphs 1 through 14.

16. Section 1681g mandates that a credit reporting agency disclose a consumer's credit file upon request from the consumer.

17. Defendants violated 15 U.S.C. § 1681g(a) by failing to disclose all information in the Plaintiff's credit files after receiving a request from Plaintiff for his credit report and/or credit file.

18. Plaintiff suffered anxiety and frustration as result of Defendants' failure to provide Plaintiff with his credit report and/or credit file.

19. Defendants' failure to disclose Plaintiff's credit report and/or credit file was the result of inadequate policies and procedures that implemented in a reckless disregard of Defendants' obligations under the FCRA.

20. Defendants' violations were willful, rendering them liable for punitive damages in an amount to be determined by the Court pursuant to 15 U.S.C. § 1681n. In the alternative, Defendants were negligent, which entitles Plaintiff to recovery under 15 U.S.C. § 1681o.

21. Plaintiff is entitled to recover actual damages, statutory damages, costs and attorney's fees in an amount to be determined by the Court pursuant to 15 U.S.C. §§1681n and 1681o.

COUNT TWO: VIOLATION OF 15 U.S.C. § 1681s-2(b)

22. Plaintiff incorporates paragraphs 1 through 14.

23. Section 1681s-2(b)(1)(A) mandates a furnisher conduct a reasonable investigation of a consumer's dispute that is forwarded to the furnisher by a credit reporting agency.

24. To satisfy the reasonable investigation standard, a data furnisher must conduct a searching inquiry into the dispute rather than a superficial or perfunctory investigation.

25. Defendants violated section 1681s-2(b)(1)(A) by failing to conduct a reasonable investigation of Plaintiff's dispute that was forwarded to them from the credit reporting agencies.

26. Defendants did *not* read Plaintiff's dispute letter, much less investigate the issues raised in Plaintiff's dispute letter.

27. Consequently, Defendants perfunctory investigation was not likely to turn up information about the underlying facts and positions of the parties.

28. Defendants' perfunctory investigation is the normal procedure that Defendants follow when responding to consumer disputes.

29. Defendants adopted this policy of conducting perfunctory investigations because Defendants prioritized saving money over assuring the accuracy of the information they furnished.

30. Section 1681s-2(b)(1)(B) mandates a furnisher review all relevant information that it receives from a CRA regarding a consumer's dispute.

31. Defendants process credit disputes based on the information contained in the ACDV only and do not review the dispute letter that may be attached to the ACDV.

32. Defendants only spend minutes processing a dispute and do not have time to review the dispute letter or any other relevant information provided by the credit reporting agency.

33. Defendants adopted their policy of conducting quick, perfunctory investigations to keep their costs low for processing consumers' disputes.

34. Sections 1681s-2(b)(1)(C)-(E) mandate that a furnisher report the results of the investigation of the credit dispute to the CRAs.

35. Defendants violated section 1681s-2(b)(1)(C)-(E) by failing to report that the investigation did not verify *with* the inquiring entities that the inquiries were verified.

36. Defendants violated section 1681s-2(b)(1)(C) & (E) by failing to report the inquiries were disputed as unauthorized by Plaintiff.

37. Defendants' violation(s) of section 1681s-2(b)(1)(C)-(E) are due to its policies, practices and procedures to limit the scope of a dispute processors investigation and to report the disputed information as accurate even if their limited investigation did not verify the information.

38. As a result of Defendants violations of 15 U.S.C. §§ 1681s-2(b)(1)(A)-(E), Plaintiff suffered actual damages, including but not limited to: out-of-pocket and/or pecuniary costs, loss of credit opportunity, damage to reputation, frustration, embarrassment, humiliation and other mental and emotional distress.

39. The violations by Defendants were willful, rendering Defendants liable for punitive damages in an amount to be determined by the Court pursuant to 15 U.S.C. § 1681n. In the alternative, Defendants were negligent, which entitles him to recovery under 15 U.S.C. § 1681o.

40. Plaintiff is entitled to recover actual damages, statutory damages, costs and attorney's fees in an amount to be determined by the Court pursuant to 15 U.S.C. §§ 1681n and 1681o.

WHEREFORE, your Plaintiff demands judgment for actual, statutory and punitive damages against all Defendants; for his fees and costs; for prejudgment and post-judgment interest; and any other relief deemed appropriate by this Court.

TRIAL BY JURY IS DEMANDED.

Dated: July 30, 2021

Respectfully submitted,



Thomas J. Alston
Pro Se Plaintiff
4020 Southern Ave SE
Washington, DC 2020
Tel: (240) 432-0927
talston@washlegal.com